

CITY OF MOUNTAIN VIEW SHORELINE AT MOUNTAIN VIEW RENGSTORFF HOUSE FACILITIES RENTAL AGREEMENT

This Agreement is made by and between the CITY OF MOUNTAIN VIEW, a California Charter City and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "CITY"), and RENTER. CITY hereby rents to RENTER on the terms and conditions set forth in this Rental Agreement the designated portions and common areas of the Rengstorff House, Shoreline at Mountain View, 3070 North Shoreline Boulevard, Mountain View, California, 94043, collectively referred to as "the Premises."

GENERAL SCHEDULING INFORMATION		
Date(s) of Event: _____		
Time Rental Begins: _____	Time Rental Ends: _____	
Estimated Attendance: _____		
Name of Renter/Organization _____		
Address _____	City _____	Zip _____
E-mail Address: _____		
Telephone(s): Work _____	Home _____	
Contact Person _____	Title _____	
Contact Person's Address if Different than Above _____		
E-mail Address: _____		
Description of Event: _____		
Comments: _____		

RENTAL FEES		
Total Rental: \$ _____		
Rental Deposit: \$ _____	Due: _____	Paid: _____
Final Payment: \$ _____	Due: _____	Paid: _____
Deposits: \$ _____ (Security/Maintenance)	Due: _____	Paid: _____

1. Rental fees are estimated at the time the Agreement is signed. RENTER shall be charged for, and agrees to pay for, all time, services and costs incurred.
2. If deposit and/or rental fees are not paid by due dates, this Agreement shall be automatically cancelled.
3. A deposit of 50 percent of the total rental fee, payable upon signing of the Rental Agreement, is required to reserve a date at the Rengstorff House. The remainder of the rental fee, a security deposit of Four Hundred Fifty Dollars (\$450) and a Fifty Dollar (\$50) maintenance fee is payable thirty (30) days prior to the event. Maintenance is required following most events. Additional facility use time or damages will also be deducted from RENTER's security deposit. The security deposit will be refunded within thirty (30) days after the event provided that the terms of the Agreement have been fulfilled.

4. The deposit is refundable ninety (90) days prior to the scheduled event less a Fifty-Dollar (\$50) processing fee. If the scheduled event cancels within ninety (90) days of the scheduled event, the entire deposit will be forfeited.

USE OF PREMISES

1. "The Premises" available for rental includes only the downstairs portion of the Rengstorff House, the adjacent porches and terraces and the surrounding gardens. Portions of the upstairs may be used for preevent dressing. Rental of the Rengstorff House is subject to availability. Shoreline at Mountain View reserves the right to deem an event inappropriate for the Rengstorff House based upon projected size or special requirements..
2. CITY reserves the right to approve all food and beverage arrangements in advance.
3. RENTER shall use the Premises for the purpose of the described event and for uses normally associated with such use, and for no other purpose, unless previously authorized by CITY in writing.
4. RENTER agrees to comply with all laws, ordinances, rules, regulations, guidelines and policies applicable to the Premises, and further agrees to comply with the direction of CITY's Assistant Community Services Director or designee.
5. RENTER shall use and maintain the Premises in a clean, orderly and safe manner. RENTER shall promptly surrender the Premises in good condition. RENTER shall promptly remove all of RENTER's personal property, without damage to the Premises, at the end of the event.
6. If any portion of the Premises or fixtures or equipment or facilities are damaged or destroyed by RENTER, or if such damage is incurred during RENTER's use of the Premises, the damage shall be repaired, replaced or restored at CITY's direction. RENTER shall be solely responsible for the full cost and expense of repairs, replacement or restoration. Damage includes unusual cleaning.
7. All exits and exit signs are to be kept clear and unobstructed at all times.

INSURANCE AND INDEMNIFICATION

1. CITY is not responsible for loss, injury or damage to persons or property.
2. At least thirty (30) days prior to the use of the Premises by RENTER, RENTER shall provide One Million Dollars (\$1,000,000) General Liability insurance. If RENTER is serving alcohol, a proof by an endorsement that the liquor liability coverage had been added to the general liability policy is required, and RENTER shall file with CITY a Certificate of Insurance and an endorsement in an amount and in a form acceptable to CITY. An endorsement of your policy naming the City of Mountain View, its agents, officers, employees and volunteers, as additional insured for the event is required.
3. RENTER shall indemnify, defend and hold CITY, its officers, officials, agents, employees, volunteers and contractors harmless from any and all liability for damage or claims for property damage or personal injury, including death, and any other claims whatsoever, arising out of or resulting from the negligence or willful misconduct of RENTER, its officers, agents, employees, contractors or invitees. Such indemnification shall include reasonable costs of defense, judgments, settlements, attorney's fees and such other costs as may be fixed by the court.

MISCELLANEOUS

1. In the event that the performance of any of the covenants of this Rental Agreement on the part of CITY shall be prevented by act of God, the acts or regulations of public authorities, or labor unions, labor difficulties, strikes, civil tumult, war, epidemic or any other cause beyond its control, CITY will be relieved of its obligations; and further, upon such event, neither party shall be obligated for any expenses incurred by the other party in preparation of the rental, including, but not limited to, any and all expenses incurred for promotion, artist fees or preparation costs, if any, as incurred.
2. This Rental Agreement may be amended by written agreement signed by both parties.
3. This Agreement shall be construed and enforced pursuant to the laws of the State of California. Santa Clara County shall be the venue for any legal proceedings in this matter.

The person signing this Rental Agreement declares that he/she has the authority to bind RENTER. In the event that the signator lacks such duly granted authority, said undersigned signator personally assumes all liability for fees, costs and damages.

APPROVED AS TO CONTENT:

"CITY":
CITY OF MOUNTAIN VIEW,
a California Charter City and municipal corporation

Signature of Renter

By: _____
City Approval

Date: _____

Date: _____